

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Courtesy Copy

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CLIFFORD PARKER-DAVIDSON,

Plaintiff,

-against-

STIPULATION AND
ORDER OF
SETTLEMENT AND
DISCONTINUANCE

04 CV 3242 (ARR)(RLM)

THE CITY OF NEW YORK; P.O. JERRY BORRERO,
P.O. PATRICK CHERRY, P.O. MADELYN CIPRIAN,
SGT. STEPHEN BLANSHAFT, P.O. DANA
LANZARONE, P.O. JASON DALESSANDRO, P.O.
DAVID MAHONEY, and P.O.s JOHN and JANE DOE
#1-10, individually and in their official capacities, (the
names John and Jane Doe being fictitious, as the true
names are presently unknown),

Defendants.

WHEREAS, plaintiff commenced this action by filing a complaint on or about
July 29, 2004, alleging that defendants violated his federal civil and state common law rights;
and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's
allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,
without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed with prejudice, and
without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.
2. Defendant City of New York hereby agrees to pay plaintiff Clifford
Parker-Davidson the total sum of FORTY THOUSAND DOLLARS (\$40,000) in full
satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration

for the payment of this sum, plaintiff agrees to the dismissal of all the claims against the City of New York and to release the individually named defendants Patrick Cherry, Stephen Blanshaft, Jason D'Allessandro, Madelyn Ciprian, Jerry Borrero, David Mahoney and Dana Lanzarone and any present or former employees or agents of the New York City Police Department and the City of New York, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph "2" above and an Affidavit Concerning Liens.

4. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York.

6. This Stipulation and Order contains all the terms and conditions agreed

upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
Dec. 12, 2005

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By: Rose M. Weber
Rose M. Weber (RW 0515)

By: Jordan M. Smith
Jordan M. Smith (JS 7186)
Assistant Corporation Counsel

SO ORDERED:

U.S.D.J. |

12/14/05